

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Office (401) 222-2317
Fax (401) 222-6387
TDD (401) 222-1228

MPA NUMBER:124-3-3764

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MASTER PRICE AGREEMENT
COMMODITY: TAPES, MAGNETIC

VENDOR: 751-48-5275
MEDIA RECOVERY, INC.
480 NEPONSET STREET
CANTON, MA 02021

TELEPHONE#: 617-821-2350
FAX#: 617-821-5193
TERMS : NET 30

AGREEMENT PERIOD: 6/1/98 - 5/31/2003

BUYER: R. MOAN/sc TELEPHONE NUMBER: (401) 222-2142 EXT. 114

This is a notice of award, not an order. No action is to be taken except as specifically authorized, as described below under **AUTHORIZATION AND RELEASE**. Any quantity reference in the agreement or in the bid preceding it are estimates only, and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term.

This agreement, and any release(s) against it shall be subject to the provisions of Title 37, Chapter 2 of the General Laws of the State of Rhode Island.

SCOPE AND LIMITATIONS - This Master Price Agreement covers requirements as described in Attachment A, initiated by State agencies (or political subdivisions, as authorized by law and if indicated below) during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the Division of Purchases.

[X] **Political subdivisions, as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).**

ENTIRE AGREEMENT - This Master Price Agreement with all attachments, and the terms and conditions outlined in Request # **3764 (3/17/98)**, constitutes the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State.

[] Additional terms and conditions outlined in Attachment B are incorporated and made part of this Agreement.

PRICING - All pricing shall be as described in Attachment A, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices shall be quoted F.O.B. Destination with freight costs prepaid and allowed. Taxes, surcharges, or other additional charges will not be honored unless reflected in Attachment A.

AUTHORIZATION AND RELEASE - Agencies shall request release as follows:

For single deliveries and/or billings by use of a Direct Purchase Order (OP-5). (No dollar limit if used against this Master Price Agreement.)

For multiple (blanket) deliveries and/or billings, by use of a Miscellaneous Encumbrance (A-45). Payments must be made on an Invoice Voucher (A-12).

All releases shall reference the Master Price Agreement Number, the item(s) covered, and the unit pricing in the same format as described in Attachment A. Further, unless a release for a single delivery and/or billing, the release shall specify the period covered.

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the State Controller, except for DPO transactions, which may be authorized directly by the requesting Agency.

Unless otherwise specified, all unused blanket commitments and/or unexpended funds allocated for any fiscal year shall be automatically canceled as of the end of the State fiscal year.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all non-conforming goods, and to cause their return for credit or replacement, at the State's option

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.
- c) Where the vendor fails to promptly cure the defect or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price

CANCELLATION AND TERMINATION - This Master Price Agreement shall automatically terminate as of the date(s) described under **AGREEMENT PERIOD**, or on any other date mutually agreeable to both parties. The vendor acknowledges that blanket commitments are subject to the continued availability of appropriated funds and a determination of continued need.

INVOICING - Invoicing against this Master Price Agreement shall be as follows:

If authorized by a DPO, when all deliveries/services have been completed, or

If authorized by an ME, on a monthly basis.

All invoices shall reference the Master Price Agreement number, the item(s) covered, and the unit pricing in the same format as described in Attachment A. Invoices for items not received or for work not yet performed will not be honored.

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against the Master Price Agreement, as described below:

Mail reports to: State of RI, Division of Purchases, One Capitol Hill, Providence, RI 02908,
Attention: R. B. Moan, Senior Buyer.

- ☐ Items listed in Attachment A which have had no release activity during the period,
- ☐ Billing volume, in total, by month,
- ☐ Shipment quantity during the period, by major classification (as identified by Attachment A),
- ☒ Shipment quantity during the period, by item (as identified by Attachment A),
- ☐ Other

DATE ISSUED: MARCH 25, 1998

APPROVED FOR THE STATE OF RHODE ISLAND: Jerome D. Moynihan
Administrator, Purchasing Systems

AWARD SUMMARY
(MULTIPLE AWARDS)

BILLING
REFERENCE

VENDOR NAME & ADDRESS

TELEPHONE
NUMBER

MASTER PRICE AGREEMENT: TAPE, MAGNETIC MPA# 124
EFFECTIVE PERIOD: 6/1/98 - 5/31/2003 BID# 3764 - OPENED 3/17/98
ATTACHMENT "A"

ITEM NO.	DESCRIPTION	BRAND/MANUF. NAME	UNIT PRICE
1	MAGNETIC TAPE, 1/2" X 2400' 6/1/98 - 5/31/99	MEMOREX	\$ 9.25
1A	MAGNETIC TAPE, 1/2" X 2400' 6/1/99 - 5/31/2000	MEMOREX	\$ 9.25
1B	MAGNETIC TAPE, 1/2" X 2400' 6/1/2000 - 5/31/2001	MEMOREX	\$ 9.25
1C	MAGNETIC TAPE, 1/2" X 2400' 6/1/2001 - 5/31/2002	MEMOREX	\$ 9.25
1D	MAGNETIC TAPE, 1/2" X 2400' 6/1/2002 - 5/31/2003	MEMOREX	\$ 9.25
2	MAGNETIC TAPE, 1/2" X 600' 6/1/98 - 5/31/99	MEMOREX	\$ 5.25
2A	MAGNETIC TAPE, 1/2" X 600' 6/1/99 - 5/31/2000	MEMOREX	\$ 5.25
2B	MAGNETIC TAPE, 1/2" X 600' 6/1/2000 - 5/31/2001	MEMOREX	\$ 5.25
2C	MAGNETIC TAPE, 1/2" X 600' 6/1/2001 - 5/31/2002	MEMOREX	\$ 5.25
2D	MAGNETIC TAPE, 1/2" X 600' 6/1/2002 - 5/31/2003	MEMOREX	\$ 5.25
3	MAGNETIC TAPE, 1/2" X 1200' 6/1/98 - 5/31/99	MEMOREX	\$ 7.35
3A	MAGNETIC TAPE, 1/2" X 1200' 6/1/99 - 5/31/2000	MEMOREX	\$ 7.35
3B	MAGNETIC TAPE, 1/2" X 1200' 6/1/2000 - 5/31/2001	MEMOREX	\$ 7.35
3C	MAGNETIC TAPE, 1/2" X 1200' 6/1/2001 - 5/31/2002	MEMOREX	\$ 7.35
3D	MAGNETIC TAPE, 1/2" X 1200' 6/1/2002 - 5/31/2003	MEMOREX	\$ 7.35